

CERTIFICATE OF TRUST AGREEMENT
SANDRA R. STURM REVOCABLE TRUST

STATE MS.-DESOTO CO.

PS APR 3 4 17 PM '03

BK 98 PG 254
W.E. DAVIS CH. CLK.

This Certificate of Trust Agreement has been prepared for the Sandra R. Sturm Revocable Trust and is to be recorded in the proper Chancery Court Clerk's office. To be in compliance with § 91-9-7 of Mississippi Code Annotated, the following information is provided.

- (1) The name of the trust is the Sandra R. Sturm Revocable Trust.
- (2) The street and mailing address of the office of the Trust is 7233 Wind Park Drive W., Olive Branch, Mississippi 38654. The name of the Trustee is Sandra R. Sturm, and her mailing address is 7233 Wind Park Drive W., Olive Branch, Mississippi 38654.
- (3) The name of the Settlor is Sandra R. Sturm, and her street and mailing address is 7233 Wind Park Drive W., Olive Branch Mississippi 38654.
- (4) The legal description of all real property interests transferred to the trust is as follows:

Lot 80, Phase I, 1st Revision, Windstone Subdivision, located in Section 26, Township 1 South, Range 7 West, Desoto County, Mississippi, as recorded in Plat Book 70, Pages 40-43, in the office of the Chancery Clerk of DeSoto County, Mississippi.

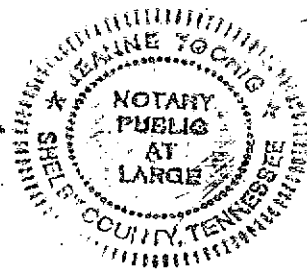
- (5) The anticipated date of trust termination is at the death of the Settlor.
- (6) The general powers granted to the Trustee:
 - (a) This is a Revocable Trust. The Settlor, Sandra R. Sturm, who is also the initial Trustee, may revoke or amend this Trust at any time. The Trustee is required to pay all income and such amounts of the principal of the Trust estate to Sandra R. Sturm or for her benefit upon her request while living.
 - (b) Upon the death of Sandra R. Sturm, the Trustee is required to distribute the trust assets to Sandra R. Sturm's children, Derrick R. Sturm and Whitney Horowitz, and further issue in equal shares per stirpes.
 - (c) If any such beneficiary is not then age twenty-five (25) the Trustee shall retain such share in trust as a separate share and may retain any property acquired as part of the trust estate, including residential property, and shall have the continuing, absolute and discretionary power to deal with any property real or personal held in such trust, including the power to sell or dispose of any real or personal property constituting a part of the trust estate or

such property for other property, at such time and upon such terms and conditions as the Trustee may deem best.

(d) The Trustee, including any successor, shall furthermore have all powers allowed by law, including the powers enumerated for Trustees in Mississippi Code Annotated §§ 91-1-101, et seq., without necessity for judicial approval, and said code sections are incorporated by reference in the Trust Agreement.

(e) Upon the resignation, death or incapacity of the original Trustee, Sandra R. Sturm, the next successor Trustee shall be her children, Derrick R. Sturm and Whitney Horowitz, or either acting alone at any time, having all the same powers as the original Trustee.

IN WITNESS WHEREOF, the Settlor and the Trustee have executed this Certificate to the Sandra R. Sturm Revocable Trust Agreement in Memphis, Shelby County, Tennessee, on the 22nd day of MARCH, 2003.



Sandra R. Sturm
SANDRA R. STURM, Settlor

Sandra R. Sturm
SANDRA R. STURM, Trustee

STATE OF TENNESSEE)
COUNTY OF SHELBY)

I, Jeanne Toohig, a Notary Public residing in the County and State aforesaid, do certify that, SANDRA R. STURM, who is personally to me known, this day appeared before me personally and did acknowledge that she did sign, seal and deliver the foregoing Trust Agreement as Settlor and Trustee, by her own free will and accord, for the purposes therein named and expressed.

In witness whereof, I have hereunto set my hand and official seal, this 22 day of March, 2003.

Jeanne Toohig
Notary Public

My Commission Expires:

My Commission expires on July 11, 2006